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FILED
Superior Court of California
County of Alameda
02/11/2026

Clad Fluke, Executive Officer/Clerk of the Court

By: C. Huang Deputy
C. Huang

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CHRIS DANTZLER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CITIZENM USA PROPERTIES 2 LLC, a
Delaware limited liability company;
SFU 72 ELLIS BEVERAGE OPERATIONS
LLC, a Delaware limited liability company;
SFU 72 ELLIS STREET OPERATIONS LLC,
a Delaware limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 25CV158725

[Assigned for all purposes to Hon. Ruben
Sundeen, Dept. 23]

CLASS ACTION

**FIRST AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES FOR:**

- (1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**
- (2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**
- (3) VIOLATION OF LABOR CODE
SECTION 227.3;**
- (4) VIOLATION OF LABOR CODE
SECTION 2802;**
- (5) VIOLATION OF LABOR CODE
SECTION 226;**
- (6) VIOLATION OF LABOR CODE
SECTIONS 201-204;**
- (7) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**
- (8) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Chris Dantzler (“Plaintiff”) hereby submits their First Amended Class Action and
2 Representative Action Complaint for Damages and Penalties against Defendants citizenM USA
3 Properties 2 LLC, SFU 72 Ellis Beverage Operations LLC, SFU 72 Ellis Street Operations LLC,
4 and DOES 1 through 50, inclusive (collectively, “Defendants”), on behalf of themselves and the
5 Class of other similarly situated current and former employees of Defendants, and other aggrieved
6 employees, for meal period and rest break wages, minimum and overtime wages, reimbursements,
7 vested vacation wages, unpaid bonuses and tips, and penalties as follows:

8 **INTRODUCTION**

9 1. This class action and representative action is brought pursuant to Labor Code §§
10 201 to 204, 221, 226, 226.7, 227.3, 351, 510, 512, 1194, 2698 *et seq.* (the Private Attorneys
11 General Act of 2004 (“PAGA”)), 2802, Industrial Welfare Commission (“IWC”) Wage Order
12 5-2001 (codified as California Code of Regulations Title 8 § 11050), and Business and
13 Professions Code § 17200 *et seq.* (Unfair Competition Law (“UCL”)).

14 2. This Complaint challenges Defendants’ systemic illegal employment practices
15 resulting in violations of the stated provisions of the Labor Code and Business and Professions
16 Code against the identified class of employees.

17 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
18 severally acted intentionally and with deliberate indifference and conscious disregard to the
19 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
20 all minimum and overtime wages; (3) failing to provide accurate wage statements; (4) failing to
21 reimburse necessary work-related expenses; (5) failing to remit all tips and bonuses; (6) failing
22 to pay all vested vacation wages; and (7) failing to pay all wages due and owing upon termination
23 of employment.

24 **JURISDICTION AND VENUE**

25 4. This class action is brought pursuant to California Code of Civil Procedure § 382.
26 This representative action is brought pursuant to PAGA. The monetary damages sought by
27 Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established
28 according to proof at trial. The damages sought by Plaintiff individually are less than \$75,000.00.

5. This Court has jurisdiction over this action pursuant to California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over the violations of Labor Code §§ 201 to 204, 221, 226, 226.7, 227.3, 351, 510, 512, 1194, PAGA, 2802, IWC Wage Order 5-2001, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

10. Plaintiff is informed and believes and thereon alleges that Defendants are each limited liability companies licensed to do business and actually doing business in the State of California, including the County of Alameda.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents,

1 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
2 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
3 the course and scope of their authority as such agents, partners, joint venturers, representatives,
4 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
5 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
6 authorization and consent of each Defendant designated herein.

7 As such and based upon all the facts and circumstances incident to Defendants' business
8 in California, Defendants are subject to Labor Code §§ 201 to 204, 221, 226, 226.7, 227.3, 351,
9 510, 512, 1194, PAGA, 2802, IWC Wage Order 5-2001, and the UCL.

10 **CLASS ACTION ALLEGATIONS**

11 **13. Definition:** Plaintiff seeks class certification pursuant to California Code of Civil
12 Procedure § 382 of a class of all hourly-paid, non-exempt employees of Defendants who worked
13 in California during the period from December 9, 2021, to the present, including the following
14 Subclasses:

15 **(a) Meal Period Subclass:** all hourly-paid, non-exempt employees of
16 Defendants who worked one or more shifts in excess of six (6) hours in
17 California during the period from December 9, 2021, to the present;

18 **As an alternative to Subclass (a):** all hourly-paid, non-exempt employees of
19 Defendants who worked one or more shifts in excess of six (6) hours in
20 California without receiving a 30-minute break during which they were
21 relieved of all duties, during the period from December 9, 2021, to the
22 present;

23 **(b) Rest Break Subclass:** all hourly-paid, non-exempt employees of
24 Defendants who worked one or more shifts of three and one-half (3.5)
25 hours or more in California during the period from December 9, 2021, to
26 the present;

27 **As an alternative to Subclass (b):** all hourly-paid, non-exempt employees of
28 Defendants who worked one or more shifts of three and one-half (3.5)

hours or more in California without receiving all required paid 10-minute breaks during which they were relieved of all duties, during the period December 9, 2021, to the present;

(c) **Overtime Subclass:** all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California during the period from December 9, 2021, to the present;

As an alternative to Subclass (c): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California and were not properly paid all overtime wages during the period from December 9, 2021, to the present;

(d) **Minimum Wage Subclass** all hourly-paid, non-exempt employees of Defendants who worked in California and were not properly paid all minimum wages during the period from December 4, 2021, to the present;

(e) **Vacation Pay Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California during the period from December 9, 2021, to the present, and who were not properly paid all accrued vacation wages on termination of employment;

(f) **Reimbursement Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California, and incurred business expenses for which they were not reimbursed, at any time during the period of December 9, 2021, to the present;

(g) **Wage Statement Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and received an itemized wage statement during the period of December 9, 2022, to the present;

(h) **Terminated Employee Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and who were not

properly paid all wages on termination or within 72 hours thereof during the period of December 9, 2022, to the present;

14. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by objective, easily understood terms contained within the Class and Subclass definitions, and by review of Defendants' records, including payroll records.

15. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

16. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all overtime and minimum wages; (2) failing to provide meal periods and rest breaks; (3) failing to reimburse work-related expenses; (4) failing to pay all vested vacation wages; (5) failing to provide accurate wage statements; (6) failing to timely pay all wages due and owing upon termination of employment; (7) failing to remit tips and bonuses; and (8) engaging in unfair business practices. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and designed intent to willfully withhold appropriate wages for work performed members of the Class.

17. Common Question of Law and Fact: There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning whether Defendants' policies and practices regularly denied Class Members overtime and minimum wages, meal periods and rest breaks, tips and bonuses, vested vacation wages, reimbursements, accurate wage statements, and wages upon termination of employment.

18. Typicality: The claims of Plaintiff are typical of the claims of all members of the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor Code §§ 201 to 204, 221, 226, 226.7, 227.3, 351, 510, 512, 1194, 2802, IWC Wage Order 5-2001, and the UCL. Plaintiff worked at least one shift in excess of six hours during which they

1 were not provided all duty-free, legally mandated meal periods. Plaintiff worked at least one
2 shift of 3.5 hours or greater during which they were not authorized and permitted all duty-free,
3 legally mandated rest breaks. Plaintiff incurred business expenses for which they were not
4 reimbursed. Plaintiff worked at least one shift over eight hours during which they were not paid
5 for all hours worked, including overtime hours worked. Plaintiff was not paid all tips and bonuses
6 due and owing them. Plaintiff was not paid all vested vacation wages upon termination of
7 employment. Plaintiff received wage statements during their employment. Plaintiff's
8 employment terminated during the statutory period and Plaintiff was not timely paid all wages
9 due and owing them upon termination.

10 **19.** The Labor Code upon which Plaintiff bases their claims is broadly remedial in
11 nature. These laws and labor standards serve an important public interest in establishing
12 minimum working conditions and standards in California. These laws and labor standards protect
13 the average working employee from exploitation by employers who may seek to take advantage
14 of superior economic and bargaining power in setting onerous terms and conditions of
15 employment.

16 **20.** The nature of this action and the format of laws available to Plaintiff and members
17 of the Class identified herein make the class action format a particularly efficient and appropriate
18 procedure to redress the wrongs alleged herein. If each employee were required to file an
19 individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
20 advantage since it would be able to exploit and overwhelm the limited resources of each
21 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
22 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
23 employees who would be disinclined to file an action against their former and/or current
24 employer for real and justifiable fear of retaliation and permanent damage to their careers at
25 subsequent employment.

26 **21.** The prosecution of separate actions by the individual Class Members, even if
27 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
28 to individual Class Members against the Defendants and which would establish potentially

1 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
2 individual Class Members which would, as a practical matter, be dispositive of the interest of
3 the other Class Members not parties to the adjudications or which would substantially impair or
4 impede the ability of the Class Members to protect their interests. Further, the claims of the
5 individual members of the Class are not sufficiently large to warrant vigorous individual
6 prosecution considering all of the concomitant costs and expenses.

7 **22.** Such a pattern, practice and administration of corporate policy regarding illegal
8 employee compensation described herein is unlawful and creates an entitlement to recovery by
9 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full amount
10 of minimum and overtime wages, meal period and rest break premiums, reimbursements, vested
11 vacation wages, tips and bonuses, and penalties, including interest thereon, attorneys' fees and
12 costs of suit, as well as consequential damages.

13 **23.** Proof of a common business practice or factual pattern, which Plaintiff
14 experienced and is representative of, will establish the right of each Class Member to recovery
15 on the causes of action alleged herein.

16 **24.** The Class is commonly entitled to a specific fund with respect to the
17 compensation illegally and unfairly retained by Defendants. This action is brought for the benefit
18 of the entirety of all Class and will result in the creation of a common fund.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

21 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

22 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**
23 **SUBCLASSES (a), (b), (g), and (h))**

24 **25.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 24 as
25 though fully set forth herein.

26 **26.** At all times relevant herein, Plaintiff and the Class and Subclasses (a), (b), (g),
27 and (h) had the right to take a 10-minute rest break for every four (4) hours worked or major
28 fraction thereof, and a 30-minute meal period for every five (5) hours worked.

1 **27.** As a pattern and practice, Defendants at times did not provide all legally-
2 mandated meal periods and rest breaks, did not actively relieve employees of duty for meal
3 periods and rest breaks, did not provide employees with full 30-minute meal periods and 10-
4 minute rest breaks, and did not provide proper compensation for this failure.

5 **28.** Defendants' policy of failing to provide Plaintiff and the Class and Subclasses
6 (a), (b), (g), and (h) with all legally-mandated meal periods and rest breaks is a violation of
7 California law.

8 **29.** Defendants willfully failed to pay employees whom they did provide the
9 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
10 Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses
11 (a), (b), (g), and (h) are owed wages for meal period and rest break premiums as set forth above.

12 **30.** Such a pattern, practice and administration of corporate policy as described herein
13 is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (a),
14 (b), (g), and (h) identified herein, in a civil action, for the balance of the unpaid premium
15 compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, including
16 interest, attorneys' fees, and costs of suit.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

19 **REGARDING OVERTIME AND MINIMUM WAGES**

20 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**

21 **SUBCLASSES (c), (d), (g), and (h))**

22 **31.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 30 as
23 though fully set forth herein.

24 **32.** At all times relevant herein, Defendants were required to compensate their non-
25 exempt employees' minimum wages for all hours worked and overtime wages for all hours
26 worked over eight (8) hours in a day or forty (40) hours in a workweek.

27 **33.** As a pattern and practice, Defendants at times failed to compensate its employees
28 for all hours worked, resulting in a failure to pay all minimum wages and, where applicable,

overtime wages. Further, Defendants failed to include all forms of nondiscretionary pay, such as bonuses, in its calculation of the regular rate of pay for purposes of overtime wages.

34. This resulted in Plaintiff and the Class and Subclasses (c), (d), (g), and (h) receiving total wages in an amount less than minimum wage and, when applicable, deprived Plaintiff and the Class and Subclasses (c), (d), (g), and (h) of overtime wages.

35. Such a pattern, practice and administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (c), (d), (g), and (h) in a civil action, for the unpaid balance of the full amount of minimum wages owing, including liquidated damages, interest, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 227.3

REGARDING VESTED VACATION WAGES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND SUBCLASSES (e), (g), and (h))

36. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 35 as though fully set forth herein.

37. This cause of action is brought pursuant to Labor Code § 227.3 which prohibits employers from forfeiting the vested vacation wages of their employees.

38. As a pattern and practice, Defendants at times failed to pay Plaintiff and the Class and Subclasses (e), (g), and (h) their vested vacation wages, including vested PTO days, personal day, floating holidays, and other paid-time-off/vacation pay, upon termination of employment.

39. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (e), (g), and (h) in a civil action for damages and wages owed and for costs and attorneys' fees.

40. Defendants' willful failure to provide Plaintiff and the Class and (e), (g), and (h) the wages due and owing them upon separation from employment results in continuation of

1 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
2 Members who have separated from employment are entitled to compensation pursuant to Labor
3 Code § 203.

4 **FOURTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE SECTION 2802**

6 **REGARDING BUSINESS EXPENSES**

7 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND**
8 **SUBCLASSES (f), (g), and (h))**

9 **41.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 35 as
10 though fully set for herein.

11 **42.** At all times relevant herein, Defendants were required to indemnify their
12 employees for all necessary expenditures or losses incurred in direct consequence of the
13 discharge of the employees' duties, or of the employees' obedience to the directions of the
14 employer pursuant to California Labor Code § 2802.

15 **43.** In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and
16 the Class and Subclasses (f), (g), and (h) for all necessary work-related expenses, including, but
17 not limited to, the required use of personal cell phones for work purposes.

18 **44.** Such a pattern, practice and administration of corporate policy as described herein
19 is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and Subclasses
20 (f), (g), and (h) in a civil action, for all damages and/or penalties pursuant to Labor Code § 2802,
21 including interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to
22 the mandate of California Labor Code § 2802.

23 **45.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (f),
24 (g), and (h) the wages due and owing them upon separation from employment results in
25 continuation of wages up to thirty (30) days from the time the wages were due. Therefore,
26 Plaintiff and Class Members who have separated from employment are entitled to compensation
27 pursuant to Labor Code § 203.

1 **FIFTH CAUSE OF ACTION**
2 **REGARDING RECORD KEEPING**
3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
4 **THE CLASS AND ALL SUBCLASSES)**

5 **46.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as
6 though fully set forth herein.

7 **47.** At all times relevant herein, Defendants were required to maintain accurate
8 records pursuant to the mandate of Labor Code § 226.

9 **48.** In violation of Labor Code § 226, Defendants failed in their affirmative obligation
10 to keep *accurate* records for their California employees. For example, as a result of Defendants'
11 various Labor Code violations, Defendants failed to keep accurate records of Plaintiff and the
12 Class and all Subclasses' gross wages earned, total hours worked, net wages earned, and all
13 applicable hourly rates and the number of hours worked at each hourly rate. Plaintiff received at
14 least one such wage statement during their employment with Defendants. Further, Defendant
15 failed to provide Plaintiff and the Class and Subclasses with itemized wage statements at all for
16 pay periods they only worked off-the-clock (*e.g.*, onboarding time). Further, Defendants failed
17 to remit all bonuses due and owing Plaintiff and the Class and Subclasses, and thereby failed to
18 maintain accurate records of all wages earned and deductions therefrom.

19 **49.** Such a pattern, practice and uniform administration of corporate policy as
20 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
21 and all Subclasses identified herein, in a civil action, for all damages and/or penalties pursuant
22 to Labor Code § 226, including interest thereon, penalties, reasonable attorneys' fees, and costs
23 of suit.

1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**

3 **REGARDING WAITING TIME PENALTIES**

4 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

5 **THE CLASS AND ALL SUBCLASSES)**

6 **50.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 49 as
7 though fully set for herein.

8 **51.** At all times relevant herein, Defendants were required to pay their employees all
9 wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§
10 201 to 204.

11 **52.** As a result of Defendants' alleged Labor Code violations alleged above,
12 Defendants failed to pay Plaintiff and the Class and all Subclasses their final wages pursuant to
13 Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code
14 § 203. Further, Defendants as a pattern and practice paid final checks to terminated employees
15 by overnight shipment, rather than on the day of termination.

16 **53.** The conduct of Defendants and their agents and employees as described herein
17 was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by
18 managerial employees of Defendants.

19 **54.** Defendants' willful failure to provide Plaintiff and the Class and all Subclasses
20 the wages due and owing them upon separation from employment results in a continuation of
21 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
22 Members who have separated from employment are entitled to compensation pursuant to Labor
23 Code § 203.

24 **SEVENTH CAUSE OF ACTION**

25 **FOR VIOLATION OF PAGA**

26 **(AGAINST DEFENDANTS CITIZENM USA PROPERTIES 2 LLC AND SFU 72**

27 **ELLIS BEVERAGE OPERATIONS LLC BY PLAINTIFF ON BEHALF OF ALL**

28 **AGGRIEVED EMPLOYEES)**

1 **55.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 54 as
2 though fully set forth herein.

3 **56.** PAGA expressly establishes that any provision of the California Labor Code
4 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
5 departments, divisions, commissions, boards, agencies or employees for a violation of the
6 California Labor Code, may be recovered through a civil action brought by an aggrieved
7 employee on behalf of himself or herself, and other current or former employees.

8 **57.** Plaintiff seeks to recover all applicable and available PAGA remedies pursuant
9 to Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
10 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
11 in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not required to, nor do
12 they, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

13 **58.** On December 2, 2025, Plaintiff provided written notice to the LWDA and
14 Defendants of the specific provisions of the Labor Code they contend were violated, and the
15 theories supporting their contentions. To date, they have not received a response.

16 **59.** On January 13, 2026, Plaintiff amended their written notice to the LWDA to
17 include Defendant SFU 72 Ellis Street Operations LLC as a named Defendant.

18 **60.** Plaintiff and the other non-exempt employees are "aggrieved employees" as
19 defined by California Labor Code § 2699(c) in that they are all current or former employees of
20 Defendants, and one or more of the alleged violations was committed against them.

21 **Failure to Provide Meal Periods and Rest Breaks**

22 **61.** At all times relevant herein, Defendants were required to authorize and permit a
23 10-minute rest break for every four (4) hours worked or major fraction thereof, and provide a
24 30-minute meal period for every five (5) hours worked, pursuant to the mandate of Labor Code
25 §§ 226.7, 512, and 558.

26 **62.** During the relevant time period, Defendants did not provide Plaintiff and other
27 aggrieved employees with a consistent location to clock in and out for meal and rest breaks,
28 instead only allowing clock in and outs on the manager's work phone. As the manager's work

1 phone was mobile, Plaintiff and other aggrieved employees were forced to take time out of their
2 breaks to find the manager to clock out and in. Further, Defendants failed to relieve Plaintiff and
3 other aggrieved employees of duty for meal and rest periods, instead requiring them to remain
4 on-call or on-duty during meal periods and rest breaks. Defendants also failed to provide Plaintiff
5 and other aggrieved employees with all legally-required meal periods and rest breaks,
6 particularly second meal periods and third rest breaks. Defendants further failed to pay meal
7 period and rest break premium wages.

8 **Failure to Pay Overtime and Minimum Wages**

9 **63.** At all times relevant herein, Defendants were required to compensate their non-
10 exempt, hourly-paid employees minimum wages for all hours worked, and overtime wages as
11 applicable, pursuant to the mandate of Labor Code §§ 510, 1194, 1197, and 1197.1.

12 **64.** During the relevant time period, Defendants failed to compensate Plaintiff and
13 other aggrieved employees for all hours worked, including non-commute travel time, time spent
14 working through recorded meal periods, “unauthorized” overtime, and other off-the-clock time.
15 For example, Plaintiff and other aggrieved employees traveled to required training, but were not
16 compensated for this non-commute travel time. Plaintiff and other aggrieved employees often
17 remained on-duty during recorded meal periods and rest breaks, but were not paid for this on-
18 duty time. Plaintiff and other aggrieved employees had to spend not insubstantial unpaid time
19 while attempting to clock in. Plaintiff and other aggrieved employees also were strictly instructed
20 not to work over 12 hours, and were not compensated for time spent working beyond 12 hours.
21 Thus, Defendants did not provide Plaintiff and aggrieved employees with pay for all hours
22 worked, and with the minimum and overtime wages to which they were entitled. Further,
23 Defendants failed to include all forms of nondiscretionary pay, such as bonuses, in its calculation
24 of the regular rate of pay for purposes of overtime wages.

25 **Failure to Remit Tips**

26 **65.** California Labor Code section 351 commands gratuities left for employees are
27 the employee’s property and prohibits employers from collecting, taking or receiving any portion
28 and requires timely payment of credit card tips to employees. California Labor Code section 353

1 requires employers to accurately record tips.

2 **66.** During the relevant time period, Plaintiff and aggrieved employees did not
3 receive timely payment of cash tips or credit card tips, and further, Defendants failed to
4 accurately record tips received and tip disbursement.

5 **Failure to Remit Bonuses**

6 **67.** California Labor Code section 221 provides, “It shall be unlawful for any
7 employer to collect or receive from an employee any part of wages theretofore paid by said
8 employer to said employee.”

9 **68.** During the relevant time period, Defendants failed to pay all compensation due
10 to Mr. Dantzler other aggrieved employees, and made unlawful deductions from compensation
11 payable to Plaintiff and other aggrieved employees, including by failing to remit earned bonus
12 payments.

13 **Failure to Pay All Vested Vacation Wages**

14 **69.** California Labor Code section 227.3 requires employers to provide employees
15 with all accrued vested vacation wages (regardless of label, including for example floating
16 holidays and personal days and other forms of vacation equivalent time off) upon termination of
17 employment.

18 **70.** During the relevant time period, Defendants failed to compensate Plaintiff and
19 other aggrieved employees with all vested vacation wages, instead simply paying fewer hours of
20 vacation wages than what was actually accrued.

21 **Failure to Timely Pay Wages During Employment**

22 **71.** At all times relevant herein, Defendants were required to pay their employees
23 within the time limits specified under Labor Code §§ 203.1 and 204.

24 **72.** During the relevant time period, Defendants failed to pay Plaintiff and other
25 aggrieved employees all wages due to them within the time period specified by Labor Code §
26 204, including as outlined above.

27 **Failure to Timely Pay Wages During and Upon Termination of Employment**

28 **73.** At all times relevant herein, Defendants were required to pay their employees in

1 a timely fashion pursuant to the mandate of Labor Code §§ 201 to 204.

2 **74.** As a result of Defendants' Labor Code violations alleged above, Defendants
3 failed to pay Plaintiff and the other aggrieved employees all wages due them within the time
4 periods specified by Labor Code §§ 201-204 during and upon termination of employment.
5 Further, Defendants as a pattern and practice paid final checks to terminated employees by
6 overnight shipment, rather than on the day of termination.

7 **Failure to Provide Complete and Accurate Wage Statements**

8 **75.** At all times relevant herein, Defendants were required to keep *accurate* records
9 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174(d),
10 and to produce records upon request within the time required by Labor Code § 226(c).

11 **76.** As a result of Defendants' various Labor Code violations, Defendants failed to
12 keep accurate records regarding Plaintiff and other similarly-situated current and former
13 employees. For example, Defendants failed in their affirmative obligation to keep accurate
14 records regarding Plaintiff and other similarly-situated current and former employees' gross
15 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
16 number of hours worked at each hourly rate. Defendants also failed to provide Plaintiff and other
17 aggrieved employees with itemized wage statements at all for pay periods they only worked off-
18 the-clock (e.g., onboarding time).

19 **Failure to Reimburse Work-Related Expenses**

20 **77.** At all times relevant herein, Defendants were required to reimburse employees for
21 necessary work-related expenses pursuant to the mandate of Labor Code section 2802.

22 **78.** During the relevant time period, Defendants failed to reimburse Plaintiff and other
23 aggrieved employees for the full amount of business expenses, including expenses incurred in the
24 required use of personal cell phones for work purposes.

25 **Penalties**

26 **79.** Pursuant to Labor Code § 2699, Plaintiff, individually and on behalf of other
27 current and former aggrieved employees, requests and is entitled to recover from Defendants,
28 and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as
well as all statutory penalties against Defendants, and each of them, including but not limited to:

1 **80.** Penalties under California Labor Code § 2699 in the amount of up to two hundred
2 dollars (\$200) for each aggrieved employee per pay period.

3 **81.** Penalties under California Labor Code § 210 in the amount of a hundred dollars
4 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
5 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, plus
6 25% of the amount unlawfully withheld;

7 **82.** Penalties under California Labor Code section 225.5 in the amount of one
8 hundred dollars (\$100) for each first failure to pay each employee, and two hundred dollars
9 (\$200) for each subsequent failure to pay each employee, plus 25% of the amount unlawfully
10 withheld.

11 **83.** Penalties under California Labor Code section 226 and 2699 in the amount of \$25
12 per employee per pay period for inaccurate wage statements, \$250 per employee for missing
13 wage statements, and \$750 for failure to produce records upon request;

14 **84.** Penalties under Labor Code § 558 in the amount of fifty dollars (\$50) for each
15 aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for
16 each aggrieved employee per pay period for each subsequent violation;

17 **85.** Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100)
18 for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars
19 (\$250) for each aggrieved employee per pay period for each subsequent violation;

20 **86.** Penalties in an amount sufficient to recover unreimbursed business expenses
21 pursuant to Labor Code section 2802(d);

22 **87.** Any and all additional penalties and sums as provided by the Labor Code and/or
23 other statutes; and

24 **88.** Attorneys' fees and costs as permitted by law.

25 **EIGHTH CAUSE OF ACTION**

26 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

27 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

28 **THE CLASS AND ALL SUBCLASSES)**

89. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 87 as though fully set for herein.

90. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1) all overtime and minimum wages, (2) all meal period and rest break wages, (3) reimbursements, (4) vested vacation wages; (5) all tips and bonuses due and owing; (6) accurate wage statements, and (7) all wages due and owing upon termination of employment.

91. Defendants' utilization of such business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

92. The acts complained of herein occurred within the last four years preceding the filing of the complaint in this action.

93. Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working condition standards and conditions due to them under the California laws and IWC Wage Orders as specifically described therein.

94. Plaintiff seeks, on their own behalf, and on behalf of other members of the Class and Subclasses who are similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for themselves and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;

4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for attorneys' fees and costs;
5. Upon the Second Cause of Action, for all minimum wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for all vested for all vested vacation wages pursuant to Labor Code § 227.3, and for costs and attorney's fees;
7. Upon the Fourth Cause of Action, for reimbursements, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
9. Upon the Sixth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code §203;
10. Upon the Seventh Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 227.3, 351, 510, 558, 1174(d), 1194, 1197.1, 2802, and IWC Wage Order 5-2001;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*; and
12. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code §§ 218.5, 218.6, 226, 227.3, 1194, PAGA, 2802, and Code of Civil Procedure § 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: February 11, 2026

YOON LAW, APC



Kenneth H. Yoon
Attorneys for Plaintiff Chris Dantzler

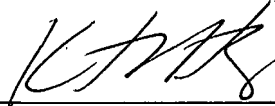
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DEMAND FOR JURY TRIAL

Plaintiff, for themselves and the Class and Subclasses, hereby demands a jury trial as provided by California law.

Dated: February 11, 2026

YOON LAW, APC



Kenneth H. Yoon
Attorneys for Plaintiff Chris Dantzler

PROOF OF SERVICE

1 **STATE OF CALIFORNIA**

2 **COUNTY OF ALAMEDA**

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ss.

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years
4 and not a party to the within action; my business address is 751 N. Fair Oaks Avenue, Pasadena, California
5 91103.

6 On February 11, 2026, I served the following documents described as:

7 **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT**
8 **FOR DAMAGES AND PENALTIES**

9 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes
10 addressed as shown on the attached mailing list.

11 ☐ (BY FACSIMILE)

12 I am readily familiar with the business practices of this office. The telephone number of the
13 facsimile machine I used was (213) 489-9961. This facsimile machine complies with Rules
14 2003(3) of the California Rules of Court. Upon transmission, no error was reported by the
15 facsimile machine and a printed copy of the machine's transmission record indicating that the
16 transmission was successfully completed is attached to this declaration.

17 ☐ (BY PERSONAL SERVICE)

18 By having copies personally delivered to the designated party(ies).

19 ☒ (BY E-MAIL)

20 The documents were sent to the email addresses listed in the Service List as an attachment, and
21 were sent from the electronic service address referenced under the signature box below. Upon
22 sending, no error or other indication that the electronic transmission was unsuccessful was
23 reported.

24 ☐ (BY MAIL)

25 I am familiar with my employer's mail collection and processing practices; know that mail is
26 collected and deposited with the United States Postal Services on the same day it is deposited in
27 the interoffice mail; and know that postage thereon is fully prepaid.

28 ☐ (BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)

I am "readily familiar" with the firm's practice of collection and processing correspondence
for Federal Express delivery. Under that practice it would be deposited with the Federal
Express Courier on that same day at Los Angeles, California in the ordinary course of
business.

☒ (State) I declare under penalty of perjury that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member the Bar of this Court at
whose direction the service was made.

Executed on February 11, 2026, at Pasadena, California.



JAE CHOI
jchoi@yoonlaw.com

Chris Dantzler v. citizenM USA Properties 2 LLC, et al.
Superior Court of California, County of Alameda, Case No. 25CV158725

SERVICE LIST

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